

4415

1 BILL NO. S-79-03-12)

2 SPECIAL ORDINANCE NO. S- 56-79.

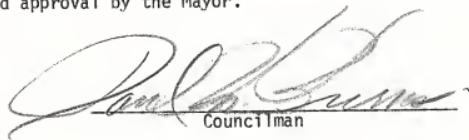
3 AN ORDINANCE approving a contract with  
4 Bercot, Inc., for Sewer Improvement  
Resolution No. 302-78.

5 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,  
6 INDIANA:

7 SECTION 1. That a certain contract, dated January 31, 1979,  
8 between the City of Fort Wayne, Indiana, by and through its Mayor and the  
9 Board of Public Works, and Bercot, Inc., for:

10 Sewer Improvement Resolution No. 302-78, for the  
11 construction of a sanitary sewer to serve the Krue  
Place Addition area,  
12 for a total cost of \$193,006.00, which will be paid by Water Pollution Control  
13 Utility with reimbursement by property owners at time of tap-in, all as more  
14 particularly set forth in said contract which is on file in the Office of the  
15 Board of Public Works and is by reference incorporated herein and made a part  
16 hereof, be and the same is in all things hereby ratified, confirmed and  
17 approved.

18 SECTION 2. That this Ordinance shall be in full force and effect  
19 from and after its passage and approval by the Mayor.

20   
21 Councilman  
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APPROVED AS TO FORM  
AND LEGALITY,

  
CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by J. Schmidt, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock M., E.S.T.

DATE: 3-13-79

Charles W. Ulrichsen  
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hinga, and duly adopted, placed on its passage.

PASSED (1<sup>ST</sup>) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	_____	_____	_____	<u>✓</u>	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 3-27-79

Charles W. Ulrichsen  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE  
(RESOLUTION) No. 256-79 on the 27th day of March, 19\_\_\_\_\_.  
ATTEST: (SEAL)

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th  
day of March, 19\_\_\_\_\_, at the hour of 11:30 o'clock A.M., E.S.T.

James S. Hart  
PRESIDING OFFICER

Approved and signed by me this 29th day of March, 19\_\_\_\_\_,  
at the hour of 3 o'clock \_\_\_\_\_

Robert L. Hunsong  
MAYOR

Bill No. S-79-03-12

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance  
approving a contract with Bercot, Inc., for Sewer Improvement  
Resolution NO. 302-78

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance do PASS

PAUL M. BURNS - CHAIRMAN

SAMUEL J. TALARICO - VICE CHAIRMAN

VIVIAN G. SCHMIDT

DONALD J. SCHMIDT

JAMES S. STIER

*3-27-79* CONCURRED IN  
DATE CHARLES W. WEISER, CITY CLERK



# City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk

To Robert E. Armstrong Date 3-21-79  
From Charles W. Westerman - City Clerk  
Subject Appearance before Common Council 3-27-79

COPIES TO:

BILL NO. S-79-03-11

AN ORDINANCE amending certain sections of Chapter 24 "Sewer and Sewerage Systems" of the Code of the City of Fort Wayne, Indiana of 1974 to allow for water consumption for sprinkling for a three-month summer period.

Pursuant to the request of the Standing Committee Chairman of City Utilities of the Common Council, the presence of Edmund Stanczak, Jr., General Superintendent of City Utilities, is respectfully requested on March 27, 1979, 7:00 P.M., Common Council Conference Room 128.

Common Council is interested in more information regarding the water consumption for sprinkling for a three-month summer period.

Your cooperation will be greatly appreciated.

*M. Richards*



## THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

February 8, 1979

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

On January 29, 1979, Bercot, Inc. was awarded the Contract for Sanitary Sewer Improvement Resolution No. 302-78, Krue Place Addition Sanitary Sewer, in the amount of \$193,006.00.

Mr. Paul Bercot, President of Bercot, Inc. advises that his company is ready to begin construction of the above-described sewer and wishes to proceed immediately.

Therefore, Board of Works respectfully requests "Prior Approval" so that work may begin immediately.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

*Henry P. Wehrenberg*  
HENRY P. WEHRENBERG, CHAIRMAN

CITY OF FORT WAYNE

*Robert E. Armstrong*  
ROBERT E. ARMSTRONG, MAYOR

ep

APPROVED

*Paul W. Bercot*  
James J. Tolman  
Judith R. Hunter

MEMBERS OF THE COMMON COUNCIL

ATTEST

*Charles W. Westerman*  
CHARLES W. WESTERMAN, CLERK

Original 11/17/79

61-58-6 BOND 44 99 00  
CONTRACT AND BOND 7/26/79

**This Agreement,** Made and entered into as of the 31st day of

January

19 79

by and between Bercot, Inc.

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct

SEE EXHIBIT "A"

for the Following Prices

SEE EXHIBIT "B"

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of Sanitary Sewer Improvement Resolution No. 302-78 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 210 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this 31st day of January 19 79

ATTEST:

H. A. Bercot  
Corporate Secretary

This contract approved by us this 26

Henry P. Nechamay

May 9, 1979  
APPROVED AS TO FORM AND LEGALITY

James J. Hagan  
CITY ATTORNEY

Bercot, Inc.

By Paul Bercot  
Its President,  
Contractor, party of the first part.

day of February 19 79

BOARD OF PUBLIC WORKS,  
Party of the second part.

Robert E. Armstrong  
Mayor

Ursula Miller  
Clark

# LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we.....

Bercot, Inc.

as principal and The Western Casualty and Surety Company.....

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred Ninety-three thousand six and 00/100 dollars (\$193,006.00) for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the 31st

day of January, 1979, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the sewer as to the workmanship, material and conditions for the period of Three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this 31st day of January

19 79

ATTEST:

  
Donald Bercot  
Corporate Secretary

Bercot, Inc.

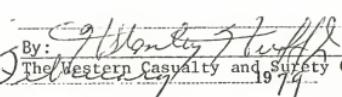
(SEAL)

By   
Donald Bercot  
Its President

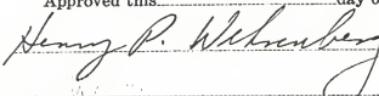
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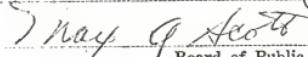
(SEAL)

Approved this 26 day of

  
By: E. Stanley Turff  
The Western Casualty and Surety Company  
1979

(SEAL)

  
Henry P. Weinberg

  
May G. Scott  
Board of Public Works.

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act, in accordance with Section 14 of the Compensation Act, (I.C. 22-3-2-1). Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

# GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_

Bercot, Inc.

Contractors

as principal and The Western Casualty and Surety Company \_\_\_\_\_

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred Ninety-three Thousand Six and 00/100 (\$ 193,006.00) \_\_\_\_\_

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said \_\_\_\_\_

Bercot, Inc.

did on the 31st day of January, 1979 enter into a contract with the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and along \_\_\_\_\_ See Exhibit "A"

according to certain plans and specifications, and also warranting and guaranteeing the work, material and conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said Bercot, Inc.

shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 31st day of January 1979

ATTEST:

Bercot, Inc.

(SEAL)

By

(SEAL)

Its

(SEAL)

Corporate Secretary

Bercot, Inc.

(SEAL)

Approved this

26

day of

The Western Casualty and Surety Company

19

Its

(SEAL)

Henry J. Neuberg

Henry J. Neuberg

(SEAL)

Its

(SEAL)

May G. Scott

May G. Scott

(SEAL)

Board of Public Works.

Ursula Miller

Clark

DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE BOARD  
CITY HALL

To Whom It May Concern:

Fort Wayne, Ind.,

-19

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until \_\_\_\_\_.

**Board of Public Works.**

DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE BOARD  
CITY HALL

To Whom It May Concern:

Fort Wayne, Ind.,

19

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until \_\_\_\_\_

Henry P. Schenck  
Treasurer  
Board of Public Works

## Board of Public Works.

No.	19
<b>CONTRACT AND BOND</b>	
of	
for	
Amount of Bond	
Dollars	
Approved:	
Board of Public Works.	
Recorded in Contract Record Book No.	
Page..... Recorded in..... Imp. Res.	
Record Book No. .... Page.	
Improvement Resolution No. .... 19	
Cost per linear foot \$ .....	
Assessment Roll Approved.....	
Final Estimate Approved.....	

# POWER OF ATTORNEY

## 'The Western Casualty and Surety Company

HOME OFFICE—FORT SCOTT, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following Bylaw, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee." does hereby nominate, constitute and appoint

H. Stanley Huff, Jr., or Donald F. Campbell,  
of Fort Wayne, Indiana

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed:

Any and all bonds and undertakings.

Provided, No authority is extended for  
the execution of Open Penalty Bonds.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

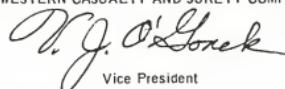
The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this ..... 17th ..... day of September ..... , 1975.

THE WESTERN CASUALTY AND SURETY COMPANY



Vice President



STATE OF KANSAS ss  
COUNTY OF BOURBON

By

On this, 17th day of September, A.D., 19 75, before the subscriber, a Notary Public in the State of Kansas in

and for the County of Bourbon, duly commissioned and qualified, came V. J. O'Gorek, Vice President of THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, and that Bylaw, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Fort Scott, the day and year first above written.



Notary Public.

My commission expires September 5, 1976



I, H. E. DuVall, Assistant Secretary of THE WESTERN CASUALTY AND SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this ..... 31st ..... day of January ..... , 19 79.



Assistant Secretary.

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
  - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
  - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
  - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
  - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
  - (5) the following practices are not included in the meaning of "discrimination":
    - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.
- b. The term "handicap" means and includes:
  - (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
  - (2) a record of such an impairment, and includes,
  - (3) a person who is regarded as having such an impairment; provided that,
  - (4) this term does not include drug or alcohol abuse or addiction.
- c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.
- d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

KRUGE PLACE ADDITION SANITARY SEWER

Res. 302-78

EXHIBIT "A"

Line A: beginning at a proposed manhole located 357± L.F. North of and 225± L.F. East of the intersection of the centerlines of Ardmore Avenue and Lower Huntington Road, centered over the existing Waynedale Intercepting Sewer; thence West 1532± L.F. to a proposed manhole located 80± L.F. North of and 15± L.F. West of the Northwest corner of space now or formerly owned by Larry D. Gerig as recorded by Instrument 78-2955; thence South 304± L.F. terminating at a proposed manhole located 15± L.F. West of and 5± L.F. North of the Southwest corner of space now or formerly owned by Larry D. Gerig as recorded by Instrument 78-2956.

Line B: beginning at a proposed manhole located 15± L.F. West of and 5± L.F. North of the Southwest corner of space now or formerly owned by Larry D. Gerig as recorded by Instrument 78-2956; thence Westerly 149± L.F. to a proposed manhole located 165± L.F. West of and 5± L.F. North of the Southwest corner of said space now or formerly owned by Larry D. Gerig; thence South 1255± L.F. terminating at a proposed manhole located 5± L.F. South of and 15± L.F. East of the Northeast corner of Lot #12 of Krue Place Addition as recorded in Plat Book 20, page 95.

Line C: beginning at a proposed manhole located 15± L.F. West of and 5± L.F. North of the Southwest corner of space now or formerly owned by Larry D. Gerig as recorded by Instrument 78-2956; thence Southeasterly 75± L.F. to a proposed manhole located 5± L.F. North of and 5± L.F. West of the Northwest corner of space now or formerly owned by Steven T. Kinder as recorded by Instrument 78-5987; thence South 1150± L.F. to a proposed manhole located 5± L.F. North of and 5± L.F. West of the Northeast corner of Lot #12 of Savoie's Subdivision as recorded in Plat Book 24, page 68; thence East 111± L.F. terminating at a proposed manhole located 5± L.F. North of and 5± L.F. East of the Northwest corner of Lot #14 of said Savoie's Subdivision.

Line E: beginning at a proposed manhole located 5± L.F. North of and 5± L.F. West of the Northwest corner of space now or formerly owned by Steven T. Kinder as recorded by Instrument 78-5987; thence East 315± L.F. terminating at a proposed manhole located 5± L.F. North of and 5± L.F. East of the Northeast corner of space now or formerly owned by Kenneth L. Emlich as recorded by Instrument 77-36129.

Line F: beginning at a proposed manhole located 15± L.F. West of and 5± L.F. North of the Southwest corner of space now or formerly owned by Larry D. Gerig as recorded by Instrument 78-2956; thence Westerly a distance of 149± L.F. to a proposed manhole located 164± L.F. West of and 5± L.F. North of the Southwest corner of said space now or formerly owned by Larry D. Gerig, said length of sewer also having been described as part of Line B above; thence West 1060± L.F. to a proposed manhole located 8± L.F. North of and 2± L.F. West of the Southwest corner of space now or formerly owned by Ruth L. Schoenemann as recorded in Deed Book 365, page 76.

Said sewer shall be 8" and 15" in diameter.

## KRUGE PLACE ADDITION SANITARY SEWER

Res. 302-78

## EXHIBIT "B"

14" C.L.D.I.P. Cl.51	Fifty and 00/100 Dollars	\$ 50.00
15" ACP Class 5000	Seventeen and 36/100 Dollars	17.36
15" ACP Class 4000	Sixteen and 75/100 Dollars	16.75
15" ACP Class 3300	Sixteen and 06/100 Dollars	16.06
Std. CFW C.O.	Two Hundred Fifty and 00/100 Dollars	250.00
8" ACP Class 2400	Ten and 75/100 Dollars	10.75
CFW Std. M.H. Type I-A	Eight Hundred Forty-five and 00/100 Dollars	845.00
CFW Std. M.H. Type V-A	Eleven Hundred Forty-five and 00/100 Dollars	1,145.00
CFW Std. M.H. Type VI-A	Ten Hundred Forty-five and 00/100 Dollars	1,045.00
#73 Stone Backfill	Five and 00/100 Dollars	5.00
Special Gravel Backfill	Five and 00/100 Dollars	5.00
Seeding & 2" Mulch	No and 50/100 Dollars	0.50
Broadcast Seeding	No and 20/100 Dollars	0.20
12" Deep Strength Asphalt	Fifty and 00/100 Dollars	50.00
Double Chip & Seal 22' Min.Width	Two and 00/100 Dollars	2.00
Crushed Stone to be used for Surface of Driveways	Five and 00/100 Dollars	5.00
4" Asphaltic Surface (Driveways)	Ten and 00/100 Dollars	10.00
5" 4000 PSI Concrete (Driveways)	Twenty and 00/100 Dollars	20.00
4" 3000 PSI Concrete Sidewalk Removal/Replacement	Twenty and 00/100 Dollars	20.00
New Fence Replacement	Two and 30/100 Dollars	2.30
6" "T" or "Y" Extended to P.L. or E.L. Including Permit	Two Hundred Sixty and 00/100 Dollars	260.00
Brush & Tree Removal (complete job)	Ten Hundred and 00/100 Dollars	1,000.00
4" Through 12" Field Tile Replacement	Ten and 00/100 Dollars	10.00
12" CMP Gage 14 Drive Culvert Replacement	Fourteen and 00/100 Dollars	14.00

EXHIBIT "B" continued -

Replacement of 2" Diameter Trees by Arborist	Two Hundred and 00/100 Dollars	\$ 200.00
3' x 4' x 20' 4000 PSI Concrete Encasement for Ditch Crossing	Ten Hundred and 00/100 Dollars	1,000.00
18" CMP Gage 14 Culvert Replacement	Eighteen and 00/100 Dollars	18.00
12" Deep Reventment Rip Rap	Five and 00/100 Dollars	5.00

ARTICLE IV. NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, subcontractor, nor any person on his behalf, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color.

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five (\$5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

(e) The City of Fort Wayne, Indiana, the Economic Development Administration, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the grant program for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935, and all acts amendatory thereof and supplemental thereto, or Federal Wage Scale published by the United States Department of Labor pursuant to provisions of the Davis-Bacon Act, whichever is the highest.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JANUARY, FEBRUARY, AND MARCH, 1979.

In compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

## TRADES OR OCCUPATION

	CLASS	RATE PER HR.	PSW	PEN	VAC	APP	MISC.
ASBESTOS WORKER	S	12.60	55¢	1.25			3if
BOILERMAKER	S	13.25		1.17½	1.00		3¢
BRICKLAYER	S	11.14	45	50		1	4if
CARPENTER (BUILDING) (HIGHWAY)	S	10.89		68		8	2if
	S	10.23	60	60		5	2if
CEMENT MASON	S	9.70	75	80		1	
ELECTRICIAN	S	12.35	50	30+40		6	
ELEVATOR CONSTRUCTOR	S	11.63½	89½	69	8%	6	
GLAZIER	S	10.79		25	40	4	25¢holids
IRON WORKER	S	11.80	90	1.30		2	2if
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	7.70-8.70	70	50		9	
	S-US-SS	7.60-8.45	70	50		9	
	S-US-SS	7.60-8.40	70	50		9	
LATHER	S	10.94		50		1	2if
MILLWRIGHT & PILEDRIVER	S	11.22		68		8	2if
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	8.10-11.90	55	65		9	
	S-SS-US	8.16-10.87	55	65		8	
	S-SS-US	8.16-10.87	55	65		5	
PAINTER	S	9.25-10.25	50	65		12	6misc.
PLASTERER	S	10.08	60	80			
PLUMBER & STEAMFITTER	S	12.60	55	90		7	4if
MOSAIC & TERRAZZO GRINDER	S	8.75-10.80					
ROOFER	S	10.90		10			
SHEETMETAL WORKER	S	12.09	50	60		10	1aif
TEAMSTER (BUILDING) (HIGHWAY)	S-SS US	9.18-10.13	26.00pw	31.00pw			
	S-SS-US	8.75½-9.35½	27.50pw	31.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or subcontractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 27 DAY OF March, 1979

REPRESENTING GOVERNOR, STATE OF INDI

Ed. H. F. May  
REPRESENTING THE AWARDING AGENT.

Fred M. Price  
REPRESENTING STATE A.F.L. & C.I.O.

*Jan 31, 1979  
Kingsway*

January 31, 1979

Michigan Mutual Insurance Company  
Attention: Erv Coder, Commercial Department  
4720 Kingsway Boulevard  
Indianapolis, IN 46220

Dear Mr. Coder:

RE: BERCOT, INC. Policy SAMG31-4-69132-1  
Policy Term 1-01-79 to 1-01-80

Please request a certificate of Employers Compliance with the  
Indiana Workers Compensation and Occupational Disease Acts from  
the Industrial Board of Indiana.

This should be issued in favor of: Board of Public Works  
City of Fort Wayne, Indiana  
Ninth Floor, City-County Building  
One Main Street  
Fort Wayne, Indiana 46802

Please have all copies forwarded to our agency for distribution.

Thank you.

Sincerely,

HUFF & CAMPBELL INSURANCE AGENCY, INC.

H. Stanley Huff, C.P.C.U.  
President

JJR

cc Board of Public Works

*4415*

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT FOR SEWER IMP. RES. NO. 302-78 - KRUGE PLACE ADD.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

*J-79-03-12*

SYNOPSIS OF ORDINANCE CONTRACT FOR SEWER IMPROVEMENT RESOLUTION NO. 302-78, SANITARY SEWER TO  
SERVE THE KRUGE PLACE ADDITION AREA, WITH BERCO, INC., CONTRACTOR, CONSTRUCTING SAID  
SEWER FOR THE AMOUNT OF \$193,006.00

(CONTRACT ATTACHED)

PRIOR APPROVAL ACQUIRED FEBRUARY 8, 1979

EFFECT OF PASSAGE CONSTRUCTION OF SEWER TO SERVE ABOVE-DESCRIBED AREA

EFFECT OF NON-PASSAGE INABILITY TO CONSTRUCT SEWER AS PLANNED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$193,006.00 TO BE PAID BY WPC UTILITY  
WITH REIMBURSEMENT BY PROPERTY OWNERS AT TIME OF TAP-IN.

ASSIGNED TO COMMITTEE